

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Identify Software, LTD		12/12/2013	COMPANY: ISRAEL
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as collateral agent		
Street Address:	7033 Louis Stephens Drive		
Internal Address:	Research Triangle Park		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27709		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2814376	IDENTIFY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	wayne.fitzpatrick@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	c/o Cahill Gordon & Reindel LLP		
Address Line 2:	80 Pine Street		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera		
Signature:	/Wayne Fitzpatrick/		
Date:	12/17/2013		

OP \$40.00 2814376

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

WHEREAS, IDENTIFY SOFTWARE LTD, an Israeli company (the “**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a Debenture, dated as of December 12, 2013 (the “**Security Agreement**”) for the benefit of Credit Suisse AG, Cayman Islands Branch, as Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Collateral Agent pursuant to the Security Agreement, the Grantor hereby grants to the Collateral Agent a security interest in all of the Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);
- (ii) all goodwill of the Grantor’s business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the U.S. Security Agreement attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to

Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

The pledge hereunder over the Funded Know-How (as defined below) shall be conditioned upon, and shall only be created upon the receipt of, the prior approval of the Israeli Office of the Chief Scientist of the Ministry of Finance (the "OCS") and shall only enter into force following such approval. In addition, such pledge shall be conditioned upon the Collateral Agent signing an undertaking to the OCS in accordance with the R&D Law regulations in the form acceptable to the OCS.

Recognizing that the Grantor's intellectual property that has been developed with funding provided by the OCS (the "**Funded Know-How**") is subject to the provisions of the Encouragement of Research and Development in Industry Law 5744-1984 and the regulations, rules and procedures promulgated there under (the "**R&D Law**"), the Collateral Agent hereby undertakes that any foreclosure of the charge hereunder over the Grantor's Funded Know-How shall be subject to the terms and conditions of the R&D Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IDENTIFY SOFTWARE, LTD.

By: _____

Name: _____

Title: _____

A handwritten signature in dark ink, appearing to be "C. J. [unclear]", is written over a horizontal dotted line.

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as the Collateral Agent

By: 

Name:

CHRISTOPHER DAY

Title:

AUTHORIZED SIGNATORY

By: 

Name:

WHITNEY

Title:

AUTHORIZED SIGNATORY

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks:

<u>Owner of Record</u>	<u>Mark</u>	Registration / Application <u>Number</u>	Registration / Application <u>Date</u>
Identify Software Ltd	IDENTIFY	2814376	02/10/2004